

DONELAN, CLEARY, WOOD & MASER, P. C.

ATTORNEYS AND COUNSELORS AT LAW

SUITE 850

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*8135-C*  
RECORDED BY *8135-C* FILED 1423  
AUG 8 1991 -11 40 AM  
INTERSTATE COMMERCE COMMISSION

August 8, 1991

The Honorable Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

*8134-C*  
RECORDED BY *8134-C* FILED 1423  
AUG 8 1991 -11 40 AM  
INTERSTATE COMMERCE COMMISSION

Dear Secretary Strickland:

*John Maser*

Enclosed for recordation, under the provisions of 49 U.S.C. §11303(a) and the regulations thereunder, are two executed counterparts of Instrument of Satisfaction and Release, a secondary document, dated as of February 1, 1991, by and among Mercantile-Safe Deposit and Trust Company, as Agent ("Agent"), and United States Trust Company of New York, as Trustee ("Trustee") under a Trust Agreement dated as of November 1, 1975 with General Electric Capital Corporation (formerly known as General Electric Credit Corporation), with respect to a lease involving Burlington Northern, Inc., the successor in interest to American Rail Box Car Company, as Lessee ("Lessee"), relating to that certain Conditional Sale Agreement among ACF Industries, Incorporated ("ACF"), Trustee and Lessee, dated as of November 1, 1975, and an Amendment Agreement, dated as of December 1, 1975, recorded under Recordation Nos. 8134 and 8134-B, respectively, and relating to that certain Agreement and Assignment between ACF and Agent, dated as of November 1, 1975, recorded under Recordation No. 8134-A.

It is my understanding that the recordation number to be assigned to this new document as described in the preceding paragraph will be: 8134-C.

The names and addresses of the parties to the enclosed document are as follows:

*Cheryl Maser*

AGENT: Mercantile-Safe Deposit and Trust Company  
Post Office Box 2258  
Two Hopkins Plaza  
Baltimore, Maryland 21203

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TRUSTEE: United States Trust Company of New York  
114 West 47th Street  
New York, New York 10036

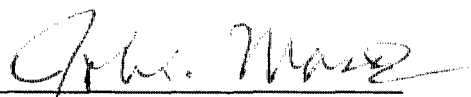
The undersigned is the attorney-in-fact for purposes of this filing. Please return the original of the enclosed document to John K. Maser III, Esquire, Donelan, Cleary, Wood & Maser, P.C., Suite 850, 1275 K Street, N.W., Washington, D.C. 20005-4006 or the bearer hereof.

Also enclosed is a remittance in the amount of \$15.00 for the required recording fee.

A short summary of the document to appear in the index follows:

Instrument of Satisfaction and Release, dated as of February 1, 1991 by and among Mercantile-Safe Deposit and Trust Company, as Agent, and United States Trust Company of New York, as Trustee, relating to that certain Conditional Sale Agreement among ACF Industries, Incorporated ("ACF"), Trustee and Burlington Northern, Inc., dated as of November 1, 1975, and an Amendment Agreement, dated as of December 1, 1975, recorded under Recordation Nos. 8134 and 8134-B, respectively, and relating to that certain Agreement and Assignment between ACF and Agent, dated as of November 1, 1975, recorded under Recordation No. 8134-A.

Respectfully submitted,

By:   
John K. Maser III  
Attorney-In-Fact

INSTRUMENT OF SATISFACTION AND RELEASE dated as of February 1, 1991, by and among MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent (the "Agent"), UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee (the "Trustee") under a Trust Agreement dated as of November 1, 1975, with General Electric Capital Corporation (formerly known as General Electric Credit Corporation), and BURLINGTON NORTHERN INC., the successor in interest to American Railroad Car Company, as Lessee (the "Lessee").

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INTERSTATE COMMERCE COMMISSION

WITNESSETH:

WHEREAS, ACF Industries, Incorporated ("ACF"), the Trustee and the Lessee hereto entered into a Conditional Sale Agreement (the "ACF Conditional Sale Agreement") dated as of November 1, 1975, and an Amendment Agreement thereto, dated as of December 1, 1975;

WHEREAS, the ACF Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission on December 3, 1975, and the Amendment Agreement thereto on May 18, 1976, and assigned Recordation Nos. 8134 and 8134-B respectively;

WHEREAS, ACF and the Agent entered into an Agreement and Assignment (the "ACF Assignment"), dated as of November 1, 1975;

WHEREAS, the ACF Assignment was filed and recorded with the Interstate Commerce Commission on December 3, 1975 and assigned Recordation No. 8134-A;

WHEREAS, Pullman, Incorporated (Pullman Standard Division) ("Pullman"), the Trustee and the Lessee hereto entered into a Conditional Sale Agreement (the "Pullman Conditional Sale Agreement") dated as of November 1, 1975, and an Amendment Agreement thereto, dated as of December 1, 1975;

WHEREAS, the Pullman Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission on December 3, 1975, and the Amendment Agreement thereto on May 18, 1976, and assigned Recordation Nos. 8135 and 8135-B respectively;

WHEREAS, Pullman and the Agent entered into an Agreement and Assignment (the "Pullman Assignment"), dated as of November 1, 1975;

WHEREAS, the Pullman Assignment was filed and recorded with the Interstate Commerce Commission on December 3, 1975 and assigned Recordation No. 8135-A;

WHEREAS, PACCAR, Inc. ("PACCAR"), the Trustee and the Lessee hereto entered into a Conditional Sale Agreement (the "PACCAR Conditional Sale Agreement") dated as of November 1, 1975 and an Amendment Agreement thereto, dated as of December 1, 1975;

WHEREAS, the PACCAR Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission on December 3, 1975, and the Amendment Agreement thereto on May 18, 1976, and assigned Recordation Nos. 8136 and 8136-B respectively;

WHEREAS, PACCAR and the Agent entered into an Agreement and Assignment (the "PACCAR Assignment"), dated as of November 1, 1975;

WHEREAS, the PACCAR Assignment was filed and recorded with the Interstate Commerce Commission on December 3, 1975, and assigned Recordation No. 8136-A;

WHEREAS, FMC Corporation ("FMC"), the Trustee and the Lessee hereto entered into a Conditional Sale Agreement (the "FMC Conditional Sale Agreement") dated as of November 1, 1975, and an Amendment Agreement thereto, dated as of December 1, 1975;

WHEREAS, the FMC Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission on December 3, 1975, and the Amendment Agreement thereto on May 18, 1976, and assigned Recordation No. 8137 and 8137-B respectively;

WHEREAS, FMC and the Agent entered into an Agreement and Assignment (the "FMC Assignment"), dated as of November 1, 1975;

WHEREAS, the FMC Assignment was filed and recorded with the Interstate Commerce Commission on December 3, 1975, and assigned Recordation No. 8137-A;

WHEREAS, the Trustee and American Rail Box Car Company entered into a Lease of Railroad Equipment (the "Old Lease"), dated as of November 1, 1975;

WHEREAS, the Old Lease was filed and recorded with the Interstate Commerce Commission on December 3, 1975, and assigned Recordation No. 8138;

WHEREAS, the Trustee and the Agent entered into an Assignment of Lease and Agreement (the "Old Lease Assignment"), dated as of November 1, 1975, with respect to the Old Lease;

WHEREAS, the Old Lease Assignment was filed and recorded with the Interstate Commerce Commission on December 3, 1975, and assigned Recordation Nos. 8138-A;

WHEREAS, the Trustee and the Lessee entered into a Lease of Railroad Equipment (the "New Lease"), dated as of February 1, 1983, covering the equipment described in Schedule A thereto;

WHEREAS, the New Lease was filed and recorded with the Interstate Commerce Commission on March 14, 1990, and assigned Recordation No. 8138-B;

WHEREAS, the Trustee and Lessee entered into an Assignment of Lease and Agreement (the "New Lease Assignment"), dated as of February 1, 1983;

WHEREAS, the parties hereto desire to execute this Instrument to evidence for public records the satisfaction and release of the rights and obligations of the parties under the ACF Conditional Sale Agreement, as amended; the ACF Assignment, as amended; the Pullman Conditional Sale Agreement, as amended; the Pullman Assignment, as amended; the PACCAR Conditional Sale Agreement, as amended; the PACCAR Assignment, as amended; the FMC Conditional Sale Agreement, as amended; the FMC Assignment, as amended; the Old Lease Assignment, and the New Lease Assignment.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto do hereby acknowledge the satisfaction and release of all the covenants, obligations, liens, and warranties of the ACF Conditional Sale Agreement, as amended; the ACF Assignment, as amended; the Pullman Conditional Sale Agreement, as amended; the Pullman Assignment, as amended; the PACCAR Conditional Sale Agreement, as amended; the PACCAR Assignment, as amended; the FMC Conditional Sale Agreement, as amended; the FMC Assignment, as amended; the Old Lease Assignment, and the New Lease Assignment;

The Trustee will cause this Instrument to be filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303, and will furnish a recorded counterpart thereof to the Agent.

This Instrument shall be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Agent and Trustee have caused this Instrument to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their respective duly authorized officers as of the day and year first above written.

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY, as Agent

By: \_\_\_\_\_  
Vice President

ATTEST:

\_\_\_\_\_  
Title:

UNITED STATES TRUST COMPANY  
OF NEW YORK, as Trustee

By: Christine C. Collins  
Assistant Vice President

ATTEST:

M. Milewski  
Assistant Secretary Vice President

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1991, before  
me personally appeared \_\_\_\_\_, to me personally  
known, who, being by me duly sworn, says that (s)he is a

\_\_\_\_\_ of Mercantile-Safe Deposit and Trust  
Company, that one of the seals affixed to the foregoing instrument is the corporate seal of  
said trust company, that said instrument was signed and sealed on behalf of said trust  
company by authority of its Board of Directors and (s)he acknowledged that the execution  
of the foregoing instrument was the free act and deed of said trust company.

\_\_\_\_\_  
Notary Public

STATE OF New York )  
COUNTY OF NASSAU )

On this 10th day of July, 1991, before  
me personally appeared Christine C. Collins, to me personally  
known, who, being by me duly sworn, says that (s)he is an Assistant Vice President of  
United States Trust Company of New York, that one of the seals affixed to the foregoing  
instrument is the corporate seal of said trust company, that said instrument was signed and  
sealed on behalf of said trust company by authority of its By-Laws, and (s)he  
acknowledges that the execution of the foregoing instrument was the free act and deed of  
said trust company.

Thomas Macutcheon

Notary Public

-3- THOMAS MACUTCHEON  
NOTARY PUBLIC, State of New York  
No. 4006036

Qualified in Nassau County  
Commission Expires April 16, 1992

IN WITNESS WHEREOF, the Agent and Trustee have caused this Instrument to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their respective duly authorized officers as of the day and year first above written.

MERCANTILE-SAFE DEPOSIT AND  
TRUST COMPANY, as Agent

By: [Signature]  
Vice President

ATTEST:

[Signature]  
Title: Corporate Trust Officer

UNITED STATES TRUST COMPANY  
OF NEW YORK, as Trustee

By: \_\_\_\_\_  
Assistant Vice President

ATTEST:

\_\_\_\_\_  
Assistant Secretary

STATE OF MARYLAND )  
COUNTY OF HARFORD )

On this 3RD day of JULY, 1991, before  
me personally appeared John M. Mitchell, to me personally  
known, who, being by me duly sworn, says that (s)he is a

VICE PRESIDENT

of Mercantile-Safe Deposit and Trust  
Company, that one of the seals affixed to the foregoing instrument is the corporate seal of  
said trust company, that said instrument was signed and sealed on behalf of said trust  
company by authority of its Board of Directors and (s)he acknowledged that the execution  
of the foregoing instrument was the free act and deed of said trust company.

MY COMMISSION EXPIRES OCTOBER 22, 1994

[Signature]  
Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1991, before  
me personally appeared \_\_\_\_\_, to me personally  
known, who, being by me duly sworn, says that (s)he is an Assistant Vice President of  
United States Trust Company of New York, that one of the seals affixed to the foregoing  
instrument is the corporate seal of said trust company, that said instrument was signed and  
sealed on behalf of said trust company by authority of its By-Laws, and (s)he  
acknowledges that the execution of the foregoing instrument was the free act and deed of  
said trust company.

\_\_\_\_\_  
Notary Public